

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

PUREWICK CORPORATION,)	
)	
Plaintiff/Counterclaim Defendant,)	
)	
v.)	C.A. No. 19-1508-MN
)	
SAGE PRODUCTS, LLC,)	
)	
Defendant/Counterclaim Plaintiff.)	

VERDICT FORM

In answering the following questions and filling out this Verdict Form, you are to follow the jury instructions that I have given to you. Your answers to each of the questions must be unanimous. Some of the questions contain legal terms that are defined and explained in detail in the Jury Instructions. Please refer to the Jury Instructions if you are unsure about the meaning or usage of any legal term that appears in the questions below.

As used herein:

1. “PureWick” refers to PureWick Corporation;
2. “Sage” refers to Sage Products, LLC;
3. The “’376 Patent” refers to U.S. Patent No. 10,226,376,
4. The “’989 Patent” refers to U.S. Patent No. 10,390,989;
5. The “’407 Patent” refers to U.S. Patent No. 10,376,407.

INFRINGEMENT

I. PrimaFit Product

QUESTION NO. 1: Did PureWick prove by a preponderance of the evidence that Sage directly infringed any of the claims of the patents-in-suit listed below?

	Yes (for PureWick)	No (for Sage)
Claim 1 of the '376 patent	<u>✓</u>	<u> </u>
Claim 5 of the '376 patent	<u>✓</u>	<u> </u>
Claim 9 of the '376 patent	<u>✓</u>	<u> </u>
Claim 1 of the '989 patent	<u>✓</u>	<u> </u>
Claim 6 of the '989 patent	<u>✓</u>	<u> </u>

QUESTION NO. 2: Did PureWick prove by a preponderance of the evidence that Sage induced or contributed to infringement of any of the claims of the patents-in-suit listed below?

	Yes (for PureWick)	No (for Sage)
Claim 1 of the '376 patent	<u>✓</u>	<u> </u>
Claim 5 of the '376 patent	<u>✓</u>	<u> </u>
Claim 9 of the '376 patent	<u>✓</u>	<u> </u>
Claim 1 of the '989 patent	<u>✓</u>	<u> </u>
Claim 6 of the '989 patent	<u>✓</u>	<u> </u>

QUESTION NO. 3: If you answered "YES" to Question Nos. 1 or 2 for any claim of the '376 patent, was Sage's infringement of that patent willful? If you answered "NO" to all parts of Question Nos. 1 and 2 for the '376 patent, skip to Question No. 4.

✓ YES (for PureWick) _____ NO (for Sage)

QUESTION NO. 4: If you answered "YES" to Question Nos. 1 or 2 for any claim of the '989 patent, was Sage's infringement of that patent willful? If you answered "NO" to all parts of Question Nos. 1 and 2 for the '989 patent, skip to Question No. 5.

✓ YES (for PureWick) _____ NO (for Sage)

II. PrimoFit Product

QUESTION NO. 5: Did PureWick prove by a preponderance of the evidence that Sage literally infringed any of the claims of the '407 patents listed below?

	Yes (for PureWick)	No (for Sage)
Claim 1 of the '407 patent	<u>✓</u>	_____
Claim 2 of the '407 patent	<u>✓</u>	_____

QUESTION NO. 6: If you answered "No" to Question No. 5 for claim 2, did PureWick prove by a preponderance of the evidence that Sage directly infringed claim 2 of the '407 Patent under the doctrine of equivalents? If you answered "Yes" to Question No. 5 for claim 2, skip to Question No. 7.

	Yes (for PureWick)	No (for Sage)
Claim 2 of the '407 patent	_____	_____ <u>NA</u>

INVALIDITY

QUESTION NO. 7: Did Sage prove by clear and convincing evidence that any of the claims of the patents-in-suit listed below are invalid as anticipated?

	Yes (for Sage)	No (for PureWick)
Claim 1 of the '376 patent	_____	✓ _____
Claim 5 of the '376 patent	_____	✓ _____
Claim 9 of the '376 patent	_____	✓ _____
Claim 1 of the '989 patent	_____	✓ _____

QUESTION NO. 8: Did Sage prove by clear and convincing evidence that any of the claims of the patents-in-suit listed below are invalid as obvious?

	Yes (for Sage)	No (for PureWick)
Claim 1 of the '376 patent	_____	✓ _____
Claim 5 of the '376 patent	_____	✓ _____
Claim 9 of the '376 patent	_____	✓ _____
Claim 1 of the '989 patent	_____	✓ _____
Claim 6 of the '989 patent	_____	✓ _____

QUESTION NO. 9: Did Sage prove by clear and convincing evidence that any of the claims of the patents-in-suit listed below are invalid as obvious?

	Yes (for Sage)	No (for PureWick)
Claim 1 of the '407 patent	_____	J _____
Claim 2 of the '407 patent	_____	✓ _____

DAMAGES

I. PrimaFit Product

If you answered “YES” for any claim or claims in Question Nos. 1 or 2, and you answered “NO” for that claim or those claims in Question Nos. 7 and 8, you must answer Question Nos. 10 and 11 below. Otherwise, skip to Section II (PrimoFit Product).

QUESTION NO. 10: What amount of lost profits, if any, is PureWick entitled to recover for Sage's infringement by the Sage PrimaFit product?

(15% Bonus using 8% fee)
85% \$ 26215545

QUESTION NO. 11: For any sales of Sage's PrimaFit product for which you determine PureWick is not entitled to lost profits, what amount if paid now would fairly and reasonably compensate PureWick as a reasonable royalty for those sales?

\$

II. PrimoFit Product

If you answered "YES" for any claim or claims in Question Nos. 5 or 6, and you answered "NO" for that claim or those claims in Question No. 9, you must answer Question No. 12 below. Otherwise, skip to the next page.

QUESTION NO. 12: What amount if paid now would fairly and reasonably compensate PureWick as a reasonable royalty for Sage's sales of the Sage PrimoFit product?

6.576 \$ 1,799,193.

CONCLUSION

You have reached the end of the verdict form. Review the completed form to ensure that it accurately reflects your unanimous determinations. All jurors should then sign and date the verdict form in the space below and notify the Court Security Officer that you have reached a verdict.

Dated: 4/1/22

